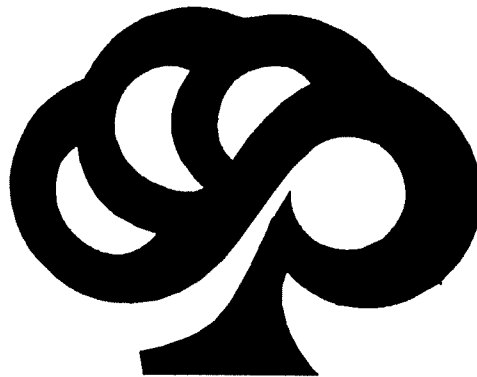


***CITY OF PLEASANT HILL
SCHOOLYARD
REDEVELOPMENT PLAN***



***Prepared by the
Pleasant Hill Redevelopment Agency***

Adopted by City Council Ordinance No. 415, October 2, 1978
Amended by City Council Ordinance No. 678, September 28, 1992
Amended by City Council Ordinance No. 699, December 19, 1994
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I. INTRODUCTION

The Pleasant Hill Schoolyard Redevelopment Plan consists of text and one Project Boundary and Land Use Plan Map (Exhibit A).

This Plan has been prepared by the Pleasant Hill Redevelopment Agency, Pleasant Hill, California, pursuant to the Constitution of the State of California, the Community Redevelopment Law of the State of California, and all applicable laws and local ordinances.

II. GENERAL DEFINITIONS

The following references will be used in this Plan unless the context otherwise requires:

- A. "Agency" means the Pleasant Hill Redevelopment Agency, Pleasant Hill, California.
- B. "City" means the City of Pleasant Hill, California.
- C. "County" means the County of Contra Costa, California.
- D. "General Plan" means the Pleasant Hill General Plan.
- E. "Map" means the Project Boundary and Land Use Plan Map for the Project Area (Exhibit A).
- F. "Owner" means any individual or entity owning "real property" as defined herein.
- G. "Person" means any individual, or any public or private entity.
- H. "Personal Property" means movable property, chattels, property not part of real property defined below.
- I. "Plan" means the Pleasant Hill Schoolyard Redevelopment Plan.
- J. "Planning Commission" means the Planning Commission of the City of Pleasant Hill, California.
- K. "Project" means the Pleasant Hill Schoolyard Redevelopment Project.
- L. "Project Area" means the area included within the boundaries of the Pleasant Hill Schoolyard Redevelopment Project.

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- M. "Real Property" means land; including land under water and waterfront property, buildings, structures, fixtures, and improvements on the land; and property appurtenant to or used in connection with the land; every estate, interest privilege, easement, franchise, and right in land, including but not limited to rights-of-way, terms for years, and liens, charges, or encumbrances by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.
- N. "Redevelopment" means the Community Redevelopment Law of the State of California (California Health and Safety Code, Section 33000 et seq.)
- O. "State" means the State of California.
- P. "Zoning Ordinances" means the current Zoning Ordinances of the City of Pleasant Hill, California.

III. PROJECT AREA BOUNDARIES

The Pleasant Hill Schoolyard Redevelopment Project Area, hereinafter called the "Project Area", is delineated on the Project Boundary and Land Use Plan Map designated as Exhibit A, attached hereto and by this reference made a part hereof, and is more particularly described as follows:

PLEASANT HILL REDEVELOPMENT AGENCY SCHOOLYARD ANNEX BOUNDARY DESCRIPTION

All that real property in the City of Pleasant Hill, County of Contra Costa, State of California, within the following described boundaries:

Beginning at the intersection of the centerline of West Hookston Road with the westerly line of the State Highway Freeway 680 as shown on the State of California, Department of Public Works, Division of Highways Right of Way, Record Map IV CC 75 BEH 19, said westerly line also being the easterly boundary of North Main Street; thence along the westerly line of said State Freeway, South 0° 26' 33" East, 686.08 feet; South 0° 19' 34" West, 244.82 feet more or less to the easterly projection of the southerly line of Astrid Drive; thence along the southerly line of Astrid Drive and the projection thereof, North 89° 41' 40" West, 765.23 feet more or less to the easterly line of the East Bay Municipal Utility District Right of Way; thence along said East Bay Municipal Utility District Right of Way, South 30° 43' 30" West, 1,985.28 feet more or less to the southerly line of Oak Park Boulevard; thence along the southerly line of Oak Park Boulevard, North 80° 16' 30" West, 415 feet more or less to a point where said southerly line begins a tangent curve to the left having a radius of 3,970 feet; thence along said curve a distance 80 feet more or less to the intersection with the southerly prolongation of the easterly line of the parcel of land described in the deed to the County of Contra Costa filed in Book 3142 of Official Records, at Page 499; thence North 0° 52' 13" East, 800 feet more or less, to the southerly line of Santa Barbara Road; thence along the easterly projection of said southerly line, South 88° 17' 15" East, 679.11 feet to a point which is 170 feet northwesterly (right angle measurement) from the northwesterly line of the East Bay Municipal Utility District, 100 foot in width, Right of Way; thence parallel with and 170 foot equidistant from said East Bay Municipal Utility District Right of Way, North 30° 43' 30" East, 901.12 feet; thence North 0° 45' West, 239.7 feet more or less, to the southerly line of the parcel of land described in the deed to Karl Keith, et ux, filed in Book 1634 of Official Records, at Page 343; thence along said southerly line, South 89° 15' West, 544 feet more or less, to the southeast corner of Pleasant Acres Number 3, filed in Book 31 of Maps, at Page 33; thence along the east line of Pleasant Acres Number 3, (31 M 33) and the northerly extensions thereof, North, 1000 feet more or less, to the southwest corner of Parcel "B" as shown on the Record of Survey Map filed July 22, 1965, in Book 36 of Licensed Surveyors Maps, at Page 15; thence along the south line of Parcels "B" and "C" of said Map (36 LSM

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15) North 89° 15' East, 221 feet, to the southeast corner of Parcel "B"; thence along the east line of Parcels "C" and "D" of said Maps (36 LSM 15) North, 189.02 feet to the northeast corner of Parcel "D" thereon; thence North 89° 15' East, 9.5 feet more or less to the west line of the Contra Costa County Flood Control District, East Fork of Grayson Creek Right of Way; thence along said west line North 0° 45' West, 100 feet; South 89° 15' West, 21 feet thence North 0° 45' West, 315 feet to a tangent curve to the left having a radius of 69 feet; thence northwesterly along said curve in arc length of 22.24 feet; thence North 19° 13' 16" West, 203.3 feet more or less, to the south line of Boyd Road; thence North 19° 13' 16" West, 63.8 feet more or less, to a point on the north line of Boyd Road which lies North 89° 01' 54" West, 307.74 feet from the intersection of said north line with the southern extension of the eastern line of Tract 2106, filed in Book 56 of Maps, at Page 3, Official Records; thence South 89° 01' 54" East, 307.74 feet along the north line of Boyd Road to the southern extension of the eastern line of said Tract 2106 (56 M 3) being on the west line of Pleasant Hill Commons Redevelopment Project Area Boundary, as adopted by the City of Pleasant Hill Ordinance Number 330, May 21, 1974, and amended by the City of Pleasant Hill Ordinance Number 342, October 7, 1974; thence along said Pleasant Hill Commons Redevelopment Area Boundary as follows; South 0° 45' East, 30 feet more or less, to the centerline of Boyd Road; North 89° 15' East, 29 feet more or less, along said centerline to the northerly extension of the western line of the parcel of land described in the deed to Leo H. Tschanner, filed in Book 5454 of Official Records, at Page 757; thence South 0° 45' East along the western line of said Parcel (5454 OR 757), 215 feet to the southwest corner thereof; thence North 89° 15' East, 50 feet to the southeast corner of said Tschanner Parcel (5454 OR 757); thence South 0° 45' East, 80.0 feet to the southwest corner of the parcel of land deeded to Manvil A. H. Liebig, recorded in Book 3854 of Official Records, at Page 323; thence North 89° 15' East, 125 feet to the centerline of Cleaveland Road; thence North 0° 45' West, 80 feet along said centerline to the westerly extension of the southern line of Lots 7 and 8, Walnut Creek Acres, recorded in Book 25 of Maps, at Page 848, Official Records; thence North 89° 15' East, 249 feet along said southern line to the southeast corner of Lot 8 (25 M 848); thence North 0° 45' West, 39.93 feet along the east line of said Lot 8 to the southwest corner of the parcel of land deeded to Howard Eddy Motors, recorded in Book 5374 of Official Records, at Page 167; thence North 89° 15' East, 100 feet along the south line of said Parcel (5374 OR 167), to the west line of the parcel of land deeded to the Pleasant Hill Free Will Baptist Church, filed in Book 5300 of Official Records, at Page 215; thence South 0° 45' East, 136.93 feet along said west line to the southwest corner of said Parcel (5300 OR 215); thence; North 89° 15' East, 100 feet and North 0° 45' West, 65 feet along the south and east lines respectively of said Parcel (5300 OR 215) to the south line of the parcel of land deeded to Monument Park Investors, filed in Book 4867 of Official Records, at Page 155; thence North 89° 15' East, 100 feet along said south line to the southeast corner of said Parcel (4867 OR 155) being on the west line of Lot 12, Walnut Acres (25 M 848); thence South 0° 45' East, 103 feet along said west line to the southwest corner of said Lot 12; being the northwest corner of Lot 19; thence South 0° 45' East, 100 feet along the west line of said Lot 19, and North 89° 15' East, 35.98 feet along the south line of Lot 19 to the northwest corner of Lot 20, Walnut Creek Acres (25 M 848), said point also being the northwest corner of the land deeded to Hoffmann Construction Company filed in Book 6724 of Official Records, at Page 711; thence South 0° 45' East, 210 feet along the west line and North 89° 15' East, 4.02 feet along the south line of said Hoffmann Construction Company Parcel (6724 OR 711); thence; South 0° 45' East, 281.5 feet to the northeast corner of the parcel of land described in the installment land contract between Zed L. Decker, et al, and Cale R. Noble, et ux, recorded in Book 7765, at Page 227, Series 16698, Official Records of Contra Costa County; thence, South 89° 15' West, 70 feet along the north line of said Noble Parcel (7765 OR 227) and South 0° 45' East, 135.0 feet along the west line and the southerly projection thereof of said Noble Parcel (7765 OR 227) to the centerline of West Hookston Road; thence, North 89° 15' East, 171.61 feet along said centerline to the northwest line of the East Bay Municipal Utility District Right of Way; thence, North 89° 58' East along the centerline of West Hookston Road, 323.79 feet more or less, to the point of beginning.

Containing 71.9 Acres more or less.

IV. REDEVELOPMENT OBJECTIVES

The Pleasant Hill Redevelopment Agency proposes to use the process of redevelopment to eliminate aspects of visual, economic, physical and social blight presently existing within the boundary set forth for the Pleasant Hill Schoolyard Redevelopment Plan. The process will further be utilized to implement the development of anticipated surplus school district property (Oak Park Elementary School) in a manner consistent with sound planning concepts and to continue redevelopment, rehabilitation and related efforts

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commenced pursuant to the Pleasant Hill Commons Redevelopment Plan, to which the within Project Area is adjacent. The process will also be utilized to coordinate, with other public agencies, the continued development of flood control programs, including construction and installation of retention basins and related activities.

Within the Project Area there presently exists a mixture of residential, commercial and public uses. In portions of the area, physical decline and the integrity of building improvements is apparent and severe. The traffic circulation system is inadequate and constitutes a blighting influence. The widening, realignment and extension of Cleaveland Road will unify the Project Area and complement activities undertaken pursuant to the Pleasant Hill Commons Redevelopment Plan. The development of such adequate circulation system is necessary for the effective redevelopment of the entire Project Area.

The lack of early comprehensive planning plus the general aging of structures within the area, combined with the abundance of small, privately held parcels, hinder the rejuvenation of the Project Area. The anticipated acquisition of surplus school district property will create an opportunity for street realignment, flood control efforts, and cohesive planning which cannot be accomplished by private enterprise acting alone.

The central objectives of this Redevelopment Plan are:

1. To maximize opportunities wherever possible for the retention of existing property interests, for local investors, as well as for the revitalization and rehabilitation of structures and existing commercial enterprises within the Project Area.
2. To provide for the development of surplus school district property in the manner consistent with the ongoing redevelopment activities, which will re-establish aesthetic, economic and social viability of the Project Area.
3. To specifically provide for the extension and realignment of Cleaveland Road and, jointly with other public bodies, for the development of flood control programs.
4. To accomplish the foregoing goals with a minimum displacement of any residential homeowner who may wish to remain within the Project Area.

Within these objectives, the following specific activities are proposed to be undertaken by the Redevelopment Agency:

1. The Agency may acquire for new development purposes surplus school district property and other property within the Project Area for resale to private developers pursuant to the conditions set forth in the Plan. The Agency may also provide necessary site preparation for such development.

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2. The Agency will provide in conjunction with the new development necessary public improvements to provide recreational and public activities, and generally to upgrade the physical, social and economic character of the Project Area.
3. In concert with the City of Pleasant Hill and/or other public entities, Agency will assist in the extension and realignment of Cleaveland Road and the beautification of East Bay Municipal Utility District property within the Project Area.

V. REDEVELOPMENT TECHNIQUES TO ACHIEVE PLAN OBJECTIVES

The redevelopment of the Pleasant Hill Schoolyard Redevelopment Project will be undertaken in accordance with the provisions of the California Community Redevelopment Law. The Agency proposes to strive for economic, social and physical revitalization and beautification within the Project Area by:

1. Installation, construction or reconstruction of streets, utilities, landscaping, and other on-site and off-site improvements.
2. Redevelopment of land by private enterprise or public agencies for use in accordance with this Plan.
3. Providing for open space and recreational land use.
4. Rehabilitation and rejuvenation of existing structures.
5. Acquisition of surplus public property and limited acquisition of other real property.
6. Relocation assistance to displaced residential and non-residential occupants.
7. Demolition or removal of buildings and improvements.
8. Disposition of property for uses in accordance with this Plan.

A. Participation by Owners and Business Tenants

1. Opportunities for Owners and Business Tenants

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area, to continue or re-enter in business within the redevelopment area if they meet the requirements prescribed in this Plan. For that purpose the Agency has adopted rules for re-entry of business in the Project Area.

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It is the policy of the Agency to encourage the participation of property owners and businesses within the Project Area as such is necessary if the redevelopment process is to be successful in revitalizing Pleasant Hill.

It is further the policy of the Agency to refrain from the acquisition of real property within the Project Area from owners who wish to remain and participate in the redevelopment of their property. To the extent possible, the Agency shall attempt to acquire property only where there is a willingness to sell on the part of the private property owner. It is anticipated that the acquisition of real property within the Project Area will be limited and that the Agency's power of eminent domain will be used only in those rare instances in which the Agency determines that the acquisition of certain real property is necessary and is in the best interest of the project. It is the policy of the Agency to minimize acquisition of private property when possible and to vigorously pursue the encouragement to participation within the redevelopment program of property owners and businesses within the Project Area. Said participation shall be pursued by the Agency by allowing owners of parcels of real property to: retain all or a portion of their properties; to acquire adjacent or other properties in the Project Area; and to upgrade and develop their property in conformance with this Plan.

In the event a participant fails or refuses to rehabilitate or develop his or her real property pursuant to this Plan and/or the participation agreement, as an alternate thereto, the Agency is authorized but is not required to acquire the real property or any interest therein which if acquired may be sold or leased for rehabilitation or development in accordance with this Plan and the rules for owner participation.

The Agency may determine that certain real property within the Project Area presently meets the requirements and objectives of this Plan and the owners of such properties will be permitted to remain as conforming owners without a participation agreement with the Agency, provided such owners continue to operate and use the real property within the requirements of this Plan.

The Agency may also determine that certain real property within the Project Area is substantially in conformance with the requirements and objectives of this Plan and the owners of such properties shall be allowed to remain as conforming owners provided said owners adequately landscape such property.

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The Agency shall not acquire, through the use of eminent domain, conforming property owned by conforming owners when established by a resolution of the Agency as set forth in Section B.1. infra.

In the event any of the conforming owners desire to: 1) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or 2) acquire additional real property within the Project Area, then such conforming owners shall be required to enter into a participation agreement with the Agency in the same manner as required for owners of non-conforming properties.

2. Rules for Participation Opportunities, Priorities, and Preferences

Owners of property and business tenants may participate in the redevelopment of property in the Project Area in accordance with the Preference Rules and Participation Rules adopted or subsequently amended by the Agency. In general, these rules provide that in the event of displacement as a result of Agency activities existing business owners and business tenants within the Project Area be given preference for re-entry into business within the redeveloped Project Area. Owners will be required to submit proof to the Agency of their qualifications and financial ability to carry out their agreement with the Agency.

3. Participation Agreements

Each participant, not a conforming owner, shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, or use the property in conformance with the Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as are necessary in the determination of the Agency to make the provisions of this Plan applicable to their properties.

B. Property Acquisition

1. Acquisition of Real Property

Except as specifically exempted herein, the Agency may, but is not required to, acquire or obtain options to acquire real property located in the Project Area, by gift, devise, exchange purchase, eminent domain or any other lawful method whatsoever.

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The Agency may also acquire any other interest in real property less than a fee interest. Since it is in the public interest and is necessary for the elimination of those conditions requiring redevelopment, the power of eminent domain may be employed by the Agency in some instances to acquire real property in the Project Area. However, said power of eminent domain will not be exercised when:

a) The property in question is improved with a structure and the Agency has determined by resolution that the rehabilitation of the structure and its proposed use is consistent with the objectives of the Plan and that such rehabilitation is in the best interest of the Project and the owner has thereafter entered into an owner participation agreement with the Agency and is faithfully performing under the terms of the agreement.

b) The property in question is improved by a structure and the Agency has determined by resolution that said structure and its use is consistent with the objectives of the Plan, that such property conforms to the Plan and that no owner participation agreement is necessary so long as the structure is adequately maintained and property landscaped.

c) The property in question is owned by a public body, unless prior consent is obtained from the public body. The Agency is authorized, however, to acquire property devoted to a public use, if such property is transferred to private ownership before Agency completes land disposition within the entire Project Area and Agency is not otherwise precluded from acquiring such property pursuant to the provisions of this Plan.

Prior to any acquisition through eminent domain the Agency shall adopt a resolution declaring a need to acquire any specific property and authorizing the acquisition by such a method.

The Agency must commence eminent domain proceedings within twelve years from the adoption of the ordinance including said property in the Project Area. The time limit on commencing an action in eminent domain cannot be extended without further amendment to the plan. As a result of the 1992 Amendment to the Plan, the Agency is authorized to utilize eminent domain in the acquisition of property for an additional twelve years from the effective date of the Ordinance adopting the 1992 Amendment.

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2. Acquisition of Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

C. Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency by law is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. The Agency shall have the right to impose on all public bodies the planning and design controls contained in the Plan to ensure that present uses and any future development by public bodies conform to the requirements of this Plan. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency.

D. Property Management

During such time as property in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment.

In any year during which the Agency owns property in the Project Area, the Agency may, but shall not be required to, pay to the City of Pleasant Hill, Contra Costa County or any district or other public corporation which would have levied a tax upon such property had it not been exempt, an amount of money in lieu of taxes, provided that no such payment shall be made for any period during which such property is devoted to a public use.

E. Relocation of Persons Displaced

When undertaken, the relocation of persons and businesses will be subject to the following standards:

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1. Assistance in Finding Other Locations

The Agency shall assist all families and single persons displaced by the project in finding other locations and facilities. There are in areas of the City of Pleasant Hill, other than the Project Area (areas not generally less desirable with regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area), decent, safe and sanitary dwellings equal in number to the number of, and available to, such displaced families and persons, and reasonably accessible to their places of employment. In order to carry out the Project with a minimum of hardship to persons displaced from their homes, the Agency shall assist individuals and families in finding housing that is decent, safe, sanitary, within their financial means, in reasonably convenient locations, and otherwise suitable to their needs. The Agency is also authorized to provide housing outside the Project Area for displaced persons.

2. Relocation Payments

The Agency may pay reasonable moving expenses to persons (including families, business concerns and others) displaced by the Project. This provision is not intended to provide incentives for commercial and industrial businesses to move out of the Project Area. The Agency may make such relocation payments for moving expenses where the Agency determines it is in the best interest of the Project and not to do so would create a hardship on the persons involved. The Agency may make such other payments as may be in the best interest of the Project and for which funds are available. The Agency shall make all relocation payments required by applicable law.

3. Replacement Housing

To the extent, if any, that activities undertaken by the Agency pursuant to this Plan destroy or remove dwelling units within the Project Area housing persons and families of low or moderate income, the Agency, within four (4) year of such destruction or removal, shall rehabilitate, develop or construct, or cause to be rehabilitated, developed or constructed, for rental or sale, to persons or families of low or moderate income, an equal number of replacement dwelling units at affordable rents within the Project Area or within the territorial jurisdiction of the Agency. Prior to the execution of any acquisition agreement, disposition and development agreement or owner participation agreement which would lead to the destruction of or removal from the Project Area of dwelling units includable in the low or moderate

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income housing market, the Agency shall adopt a Replacement Housing Plan and otherwise comply with all provisions of California Health and Safety Code Sections 33413 and 33413.5.

F. Demolition, Clearance, Public Improvements, Building and Site Preparation

1. Demolition and Clearance

The Agency is authorized to demolish, clear or move buildings, structures, and other improvements from any real property owned or acquired by the Agency in the Project Area as necessary to carry out the purposes of this Plan.

2. Public Improvements

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements and public utilities (within or outside the Project Area), in conjunction with other public agencies, necessary to carry out this Plan. Such public improvements include, but are not limited to, over or underpasses, bridges, streets, curbs, gutters, sidewalks, street lights, sewers, storm drains, traffic signals, electrical distribution systems, natural gas distribution systems, water distribution systems, buildings, parks, off-street parking, plazas, playgrounds, and landscaped areas.

It is anticipated that the following public improvements including the costs of property acquisition, site preparation, design and construction, will be undertaken:

- a) The realignment, widening and extension of Cleaveland Road to Oak Park Boulevard.
- b) New and/or improved streets and intersections as may be required and/or desirable by virtue of the Cleaveland Road extension and other redevelopment activities, including but not limited to, new or improved surfacing, curbs, gutters, sidewalks, landscaping, utility relocation or undergrounding, and street lighting.
- c) The continued development of flood control programs, including construction of a retention basin and necessary distribution systems and other construction relating thereto.

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d) The construction and replacement of recreational facilities displaced from the Oak Park School Site.

e) The development and construction of public buildings for use by the City of Pleasant Hill and/or other public agencies upon the Oak Park School Site.

It is understood that the Agency is authorized, but not required, by the adoption of this Plan to undertake the above public improvements unless and until Agency, in the exercise of its absolute discretion, determines that it is in the best interests of the Agency to undertake such activities.

3. Preparation of Building and Development Sites

The Agency is authorized to prepare or cause to be prepared as building and development sites any real property in the Project Area owned or acquired by the Agency.

G. Rehabilitation and Moving of Structures by the Agency

1. Rehabilitation

The Agency is authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project area acquired by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation of property in the Project Area not acquired by the Agency.

2. Moving of Structures

As necessary to implement this Plan, the Agency is authorized to move or to cause to be moved any building or other structure to a location within or outside the Project Area.

H. Property Disposition and Development

1. Real Property Disposition and Development

a) General. For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated leases or sales without public bidding.

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All real property acquired by this Agency in the Project Area shall be sold or leased for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. Property containing buildings or structures rehabilitated by the Agency shall be offered for resale within one year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

b) Purchase and Development by Participants. Pursuant to the provisions of this Plan and the rules adopted by the Agency, the Agency may offer real property in the Project Area for purchase and development by owner and business-tenant participants prior to the time that real property is made available for purchase and development by persons who are not owners or business-tenants in the Project Area.

c) Purchase and Development Documents. To provide adequate safeguards to insure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the zoning ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the office of the Recorder of the County.

The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be made expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer or use, occupancy, tenure or enjoyment of land in the Project Area shall contain

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such nondiscrimination and nonsegregation clauses as are required by law, and as set forth in Section I. herein. Appropriate covenants running with the land which will prohibit such restrictions shall be included in the disposition documents.

d) Development. To the extent now or hereafter permitted by law, the Agency is authorized to pay for all or part of the value of the land and the cost of the installation and construction of any building, facility, structure, or other improvements either within or out side the Project Area for itself or for any public body or entity to the extent that such improvements would be of benefit to the Project Area.

During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules.

The Agency shall require that development plans on property acquired from Agency or on property subject to an owner participation agreement be submitted to Agency staff for review and approval. All development must conform to this Plan and all applicable Federal, State, and local laws, except as such may be modified by requirements of this Redevelopment Plan or Agency agreements entered into to carry out the purposes of this Plan.

e) Obligations to be Imposed on Redevelopers.

(1) Purchasers of land acquired from Agency or subject to an owner participation agreement within the Project Area shall be required to develop such land in accordance with the provisions of this Plan. No building, sign or structure shall be constructed upon any part of such land unless architectural plans and specifications, showing the nature of such construction, parking, loading, surface treatment and landscaping, the location and orientation of structure(s) on the building site and, when requested, the grading plans for the building site to be built upon, shall have been submitted to, reviewed and approved in writing by the Agency. The Agency shall have the right to refuse to approve any such plans or specifications when in the opinion of the Agency such plans or specifications do not conform with the conditions and objectives of the Plan. As to architectural plans and specifications, Agency may delegate its review and

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approval power to appropriate municipal departments of the City of Pleasant Hill.

(2) Acquirers, users or developers of land acquired from Agency or subject to an owner participation agreement within the Project Area must commence the erection of any building, prosecute diligently the work thereon and complete it within such reasonable period of time as agreed upon with the Agency.

(3) Persons who are engaged in business in the Project Area shall be granted preference by the Redevelopment Agency to re-enter in business within said Area after redevelopment if they otherwise meet the requirements prescribed by the plan.

(4) The acquirer, user, or owner shall be responsible for complying with all applicable State and local laws, ordinances and codes, in effect from time to time, not superseded by or inconsistent with this Plan.

2. Personal Property Disposition

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property.

I. Prevention of Discrimination

1. Redevelopment

The redeveloper shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, sex, or national origin, in the sale, lease or occupancy of the property.

Pursuant to California Health and Safety Code Sections 33337 and 33435-33436, concerning contracts entered into by the Agency relating to the sale, transfer or leasing of land, or any interest therein acquired by the Agency within any redevelopment area or project, the provisions of said Section(s) in substantially the form set forth therein shall be included in such contracts, and such contracts shall further provide that the provisions of said Section(s) shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties and all other transferees under the instrument.

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2. Contracts

All deeds, leases or contracts for the sale, lease, sublease or other transfer of any land in the Project Area shall contain the following nondiscrimination clauses as prescribed by California Health and Safety Code, Section 33236 (as amended).

In deeds the following language shall appear:

"The grantee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, religion, sex, or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

In leases, the following language shall appear:

"The lessee herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any persons or group of persons, on account of race, religion, sex, or national origin, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment, of the premises herein leased, nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, sublessees, subtenants, or vendees in the premises of herein leased."

3. Duration

The covenants in deeds, leases, and contracts from or with the Agency, with respect to Prevention of Discrimination, shall remain in effect in perpetuity.

VI. PERMITTED LAND USES

The permitted land uses shall be consistent with and shall conform to the Pleasant Hill General Plan and amendments thereto. It is intended that all provisions of zoning, sign and design review ordinances and specific plans be applicable to development of the Project Area. Population densities, building intensities and standards would therefore be controlled by the foregoing land use documents and as more specifically set forth below.

A. Map

A Project Boundary and Land Use Plan Map showing the permitted land uses and major circulation routes within the Project Area is attached hereto as Exhibit A.

B. Land Uses

1. Commercial Trapezoid

That portion of the Project Area generally to the east of the East Bay Municipal Utility District right-of-way (hereinafter EBMUD R/W) and bounded by Astrid Drive, North Main Street, and West Hookston Road shall retain its commercial orientation allowing such commercial enterprises and businesses as are permitted by the Pleasant Hill Zoning Ordinance adopted November 23, 1964 and amendments thereto, and subject to conditions and restrictions imposed thereby, and by the Pleasant Hill General Plan, and amendments thereto. Development and rehabilitation requirements will include provisions for adequate parking, public and open space areas.

2. Residential Section

That portion of the Project Area generally to the west of the EBMUD R/W including the portion of Cleaveland Road to its intersection with Astrid Way, Beatrice Road, Babette Court, West Hookston Road and Boyd Road shall retain its residential orientation and character, except as may be affected by the widening and extension of Cleaveland Road. A part of this area may also be the site of the flood control retention basin, and construction relating thereto including, but not limited to, culverts, landscaping, public and open space areas.

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The area is immediately adjacent to a severely blighted portion of the Pleasant Hill Commons Redevelopment Area. Development and rehabilitation shall be promoted in a manner consistent with the orientation of the Pleasant Hill Commons Redevelopment Project Area.

Predominant uses shall be for dwelling units, public open space oriented to residents, and recreational and service uses in support of residents or dwelling units. Secondary uses which may be permitted, subject to appropriate conditions by the Agency, may include day care facilities, nursery schools, and other social service facilities; and such other uses as may be appropriate to the density limitations allowed in the area. In all events the uses shall be limited to those permitted or allowed under the terms of the Pleasant Hill General Plan and zoning ordinance.

3. Cleaveland Corridor

That portion of the Project Area generally to the west and adjacent to the EBMUD R/W for a distance of approximately 1,200 feet south-westerly from the intersection of Cleaveland Road and Astrid Way shall be utilized for the extension, re-alignment and widening of Cleaveland Road, landscaping, flood control and related public and open space use.

4. Oak Park School Site

That portion of the Project Area west and adjacent to the EBMUD R/W, comprising a trapezoidal shape bounded by Oak Park Boulevard to the south and the Cleaveland Corridor to the north shall be utilized to complete the extension of Cleaveland Road to its intersection with Oak Park Boulevard and for such residential, retail office, public, and retail business use as may be consistent with the Pleasant Hill General Plan, as amended, permitted by the Pleasant Hill Zoning Ordinance, as amended, and subject to conditions and limitations imposed thereby. Development requirements will include provisions for adequate parking, public and open space areas.

5. Park and Open Space

The EBMUD R/W shall remain basically unaffected by the Plan, retaining its use for public, and recreational related purposes. Additional park and recreational areas, as well as open space areas,

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shall be developed in a manner consistent with the goals and objectives of the Plan.

6. Streets and Rights-of-Way

The existing public streets anticipated to be retained within the Project Area are depicted on Exhibit A. Cleaveland Road shall be extended and aligned as set forth in Exhibit A. All streets within the area may be widened, altered, or vacated for purposes of development of the project. New streets may be created as necessary. The public rights-of-way shall be used for vehicular and/or pedestrian traffic as well as for public improvements, public and private utilities and activities typically found in the public rights-of-way. Any and all street vacations pursuant to this plan shall be in accordance with the City's public hearing requirements as well as all other applicable law, including, but not limited to, those provisions set forth in the California Street and Highways Code.

C. General Controls and Limitations

All real property in the project area is hereby made subject to the controls and requirements of this Plan.

No real property shall be developed, rehabilitated, or otherwise changed after the date of adoption of the Plan except in conformance with the provisions of this Plan and all applicable State and local laws in effect from time to time.

1. New Construction

All new construction shall comply with all applicable State and local laws in effect from time to time, except as inconsistent with this Plan or agreements entered into by the Agency under the Authority of this Plan.

All setback areas shall be landscaped and maintained by the owners with the exception of any portion necessary for access which shall be paved in accordance with the landscaping concept established by the Agency. Parking facilities shall be provided in accordance with the criteria established by the Pleasant Hill Zoning Ordinance, as amended. All parking shall be paved and drained so that storm and surface waters draining from parcels will not cross public sidewalks,

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and all parking spaces visible from the street shall be landscaped as necessary to prevent unsightly barren appearances.

Off-street loading facilities, trash areas, and any outdoor storage of materials approved by the Redevelopment Agency shall be adequately enclosed or screened by walls, landscaping, or other such enclosure consistent with the applicable City ordinances and in a manner approved by the Redevelopment Agency.

2. Existing Non-conforming Uses

The Agency is authorized to permit an existing use to remain in an existing building in good physical condition which does not conform to the provisions of this plan provided that such use is generally compatible with the developments and uses within the Project Area.

Further guidelines relative to the occupancy of existing buildings proposed to be redeveloped in the future will be prepared by the Agency to provide for the more detailed concerns of how such properties are to be used, prior to their redevelopment.

3. Rehabilitation

Any structure within the Project Area which will be retained as part of the redevelopment plan shall not be altered, reconstructed, or rehabilitated unless it is done so in conformance with this Redevelopment Plan and any and all guidelines which may be adopted by the Agency to assist in the implementation of the plan. This conformity shall extend to the architectural character, the landscaping character, the public spaces and other elements as required by the Agency.

4. Open Spaces and Landscaping

The approximate amount of open space to be provided within the Project Area is set forth in Exhibit A and is included as part of the goals and objectives of this Plan. These areas include, but are not limited to, the total of all areas which will be in the public rights-of-way, open space areas, the space around buildings, and all other outdoor areas not permitted through applicable limits of land coverage to be covered by buildings. Landscaping plans shall be required to be submitted to the Agency for review and approval.

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5. Signs

Exterior signs necessary for the identification of buildings and premises shall be permitted provided that they comply with the design criteria established for the Project Area and with the City's sign ordinance. The Agency may require that the complete sign program be reviewed by the Agency staff as well as the City's Design Review Board prior to their erection or installation in any area within the redevelopment boundaries.

6. Utilities

The Redevelopment Agency will require that all utilities be placed underground including, but not limited to, the following: transformer vaults or pads, water meters and valves, telephone pull boxes, manhole inlets, and drain facilities, and cable TV.

7. Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or other similar factors that would be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

8. Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based on race, religion, sex, or national origin, permitted, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area

9. Resubdivision of Parcels

After rehabilitation and development pursuant to this Plan, no parcel in the Project Area, including any parcel retained by a conforming owner or participant, shall be resubdivided without the approval of the Agency

10. Variances

Under exceptional circumstances, the Agency is authorized to permit variances from the limits, restrictions, and controls established by the

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Plan. In order to permit such a variance the Agency must determine that:

- a) The application of one or more of the provisions of this Plan would result in unnecessary hardship to the property owner; and
- b) There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls; and
- c) Permitting a variance from the limits, restrictions, or controls of this Plan will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d) Permitting a variance will not be contrary to the objectives of this Plan.

No such variance shall be granted which changes a basic land use pursuant to this Plan or which permits other than a minor departure from the provisions of this Plan. In permitting any such variance, the Agency shall impose such conditions as are necessary to protect the public health, safety, or welfare, and to assure compliance with the objectives of the Plan.

D. Standards for Development

Within the limits, restrictions, and controls established in the Plan, the Agency is authorized to establish specific building heights, building coverage, design criteria, architectural character, landscaping character, sign character, traffic circulation ingress and egress, and any other development and design control necessary to implement the Plan. Said controls would relate to both private and public areas within the Project Area. No new development shall be constructed and no existing improvements shall be substantially modified, altered, repaired, or rehabilitated except in accordance with the aforementioned standards for development. Said standards will be developed and adopted by the Redevelopment Agency. The Agency shall not approve plans which do not comply with the design criteria.

The Agency is currently engaged in the process of establishing specific guidelines and standards for development. General limitations are in the Land Use Map attached hereto as Exhibit A, which broadly indicates the

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use, size, density and intensity of permissible development within the Project. The guidelines and standards for development will be consistent with the limitations expressed in Exhibit A.

Adopted Standards and Guidelines will include the following provisions:

- a) Height. Buildings shall be limited to one to three-and-one-half stories maximum.
- b) Bulk. On any building site, the bulk of structures shall be regulated as provided in the City's Zoning Ordinance, as amended.
- c) Density. The maximum permitted dwelling unit density shall be in accordance with the General Plan, as amended, except that housing designed specifically for the elderly and/or physically handicapped may be developed at greater densities.
- d) Dwelling Units. There presently exists approximately 450 dwelling units within the Project Area. Upon completion of Redevelopment activities in the Project Area, except the Oak Park School site, it is anticipated that there will be approximately 550 dwelling units. In the event the Oak Park School site is developed for housing purposes, it is estimated that there could be an additional 75 units, or a maximum of 625 dwelling units.

E. Building Permit

1. Review of Applications

Upon the adoption of this Plan, no permit shall be issued for the construction of any new building or the addition to an existing building or any permit for rehabilitation in the Project Area until the application for such permit has been processed in the manner herein provided. Any permit that is issued hereunder must be for construction or maintenance which conforms to the provisions of this Plan.

The procedure for filing an application for a building permit shall be the same procedure currently used by the City in processing building permit applications. Upon receipt of an application by the Community Planning Department, said Department shall submit to the Executive Director (or the authorized designee of the Executive Director) of the Redevelopment Agency said application for review to determine if the proposed improvements conform to the

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Redevelopment Plan. Within fifteen (15) days thereafter, the Executive Director shall submit a report to the Building Division on said application. Said report shall:

1. Deny the application.
2. Approve the application.
3. Approve the application with modifications or conditions felt to be necessary by the Executive Director.

After receipt of the report or after 15 days from the submittal of the application to the Executive Director, whichever first occurs, the Building Division shall issue the permit with conditions, if any, as set forth in the Executive Director's report, or shall deny the issuance of the permit pursuant to the Executive Director's report.

2. Appeal

If for any reason the applicant for a building permit is either denied the permit or is issued a permit subject to conditions which are not acceptable to the applicant, the applicant may appeal to the Agency the denial of the permit or the conditions of approval as specified by the Executive Director, Architectural Review Commission, and/or Planning Commission. Said appeal shall be in writing and be filed with the Agency within ten (10) days of the decision to withhold or to conditionally allow the issuance of such a permit. Upon receipt of such an appeal, the Agency shall thereafter conduct a public hearing and take one of the following courses of action:

1. Deny the application;
2. Approve the application;
3. Approve the application with modifications or conditions felt to be necessary by the Agency.

The Redevelopment Agency shall also file a written report of its findings of fact regarding the approval, condition of approval, or denial of the subject application.

Any public hearing may be continued from time to time.

As the City Council now acts as the Agency Board, an appeal from Agency decision to City Council would be a meaningless exercise. Therefore, as long as Council acts as Agency, any decision by Agency is final. However, in the event independent Agency

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members are appointed to Agency separate and distinct from Council, an applicant would have ten (10) days from an adverse decree of Agency to appeal to the Council.

F. Conformance with General Plan

Land uses in the Project Area shall be limited to those uses specified and allowed under the provisions of the Pleasant Hill General Plan, as amended.

VII. METHODS FOR FINANCING THE PROJECT

A. General Description of the Proposed Financing Method

Upon adoption of this Plan by the City Council, the Agency is authorized to finance this Project with financial assistance from the City of Pleasant Hill, State of California, Contra Costa County, Federal Government, Property Tax Increments, Interest Income, Agency notes and bonds, or any other available source.

The advances for survey and planning and the operating capital for administration of this project may come through loans from the City. Such loans shall be on terms established by the City and the Agency. The City may also supply additional assistance through City loans and grants for various public facilities.

As available, gas tax funds from the State of California and the County of Contra Costa may be used toward the cost of the street system and related improvements. There will also be some revenue accruing to the Project from interest earned on investments of Agency funds.

The Agency is hereby authorized to obtain advances, borrow funds and create indebtedness and other obligations in carrying out this Plan. The principal and interest on such advances, funds, indebtedness and other obligations may be paid from tax increments or any other funds available to the Agency.

B. Tax Increments

All taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of California, County of Contra Costa, City of Pleasant Hill, any district, or other public corporation thereafter sometimes

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called "taxing agencies") after the effective date of the ordinance approving this Plan, shall be divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by, or for, each of the taxing agencies upon the total sum of the assessed value of the taxable property in the Redevelopment Project (as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency), last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by, or for, said taxing agencies on all other property paid. For the purpose of allocating taxes levied by or for, any taxing agency or agencies which did not include the territory of the Redevelopment Project on the effective date of such ordinance but to which such territory has been annexed or otherwise included after such effective date, the assessment roll of the County of Contra Costa last equalized on the effective date of said ordinance shall be used in determining the assessed valuation of the taxable property in the Project on the effective date; and
2. That portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Redevelopment Project. Unless and until the total assessed valuation of the taxable property in the Redevelopment Project exceeds the total assessed value of the taxable properties in such Project as shown by the last equalized assessment roll referred to in paragraph 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.

The portion of taxes mentioned in subdivision 2 above may be irrevocably pledged by the Agency for the payment of the principal of and interest on money advanced, loans, or any indebtedness (whether funded, re-funded, assumed or otherwise) by the Agency to finance or refinance in whole or in part, the Pleasant Schoolyard Redevelopment Project.

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The Agency is authorized to make such pledges as to specific advances, loans, indebtednesses, and other obligations as appropriate, in carrying out the Project.

As to tax increments generated within the Project Area, no loans, advances or indebtedness shall be established or incurred by the Agency after January 1, 2014.

No more than Forty Million Dollars (\$40,000,000.00) may be divided and allocated to the Redevelopment Agency from tax increments generated within the Project Area without further amendment to this Plan.

The Agency shall not pay indebtedness for or receive property taxes pursuant to Health and Safety Code Section 33670 from the Project after October 2, 2028.

C. Limitation on Bonded Indebtedness

The amount of bonded indebtedness arising from bonds issued by the Agency specifically for activities to be undertaken in the Project Area pursuant to the Pleasant Hill Schoolyard Redevelopment Plan shall not at any time exceed the sum Thirty Million Dollars (\$30,000,000.00).

D. Payments In Lieu of Taxes

The Agency may in any year during which it owns property in a Development Project pay directly to the City of Pleasant Hill, County of Contra Costa, and any other taxing district who has jurisdiction with the Project Area, including but not limited to, the Mt. Diablo Unified School District or other public corporation for whose benefit a tax would have been levied upon such property had it not been exempt, an amount of money in lieu of such taxes.

A proportionate share, as specified in Section 33401 of the Health & Safety Code, of any amount of money paid by the Agency to the County pursuant to this section shall be disbursed by the County to the Mt. Diablo Unified School District.

The Agency may also pay to any taxing Agency with territory located within the Project Area other than the City of Pleasant Hill, any amounts of money which in the Agency's determination is appropriate to alleviate any financial burden or detriment caused to any taxing agency by the Redevelopment Project. Notwithstanding the foregoing, for any amendments to this Plan

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adopted after January 1, 1994, any payments to affecting taxing agencies by the Agency shall be in accordance with the requirements of Section 33607.7 of the Health and Safety Code.

E. Low and Moderate Income Housing

Pursuant to the provisions of California Health and Safety Code Section 33334.2, not less than twenty (20) percent of all taxes divided and allocated to the Agency from Tax Increments shall be used by the Agency for the purposes of increasing and improving the supply of housing for persons and families of low or moderate income within the Project Area and the territorial jurisdiction of the Agency.

F. Low and Moderate Income Housing Fund

The funds to be used for the purposes of increasing the supply of Housing for persons and families of low or moderate income shall be held and maintained in a separate Low and Moderate Income Housing Fund until used or applied in a manner prescribed in Health and Safety Code Section 33334.2. Any interest earned by the Low and Moderate Income Housing Fund shall accrue to the fund and shall only be used in a manner prescribed in Health and Safety Code Section 33334.2.

G. Other Loans and Grants

Any other loans, grants, or financial assistance from any other public or private source may be utilized if available.

H. Estimate of Costs

It is estimated that the total cost of project activities to be undertaken pursuant to this Plan will be Twenty Five Million Dollars (\$25,000,000).

It is presently anticipated that no Federal and/or State financial assistance with the exception of gas tax funds will be utilized in the implementation of the redevelopment program. The repayment of costs of project activities will be satisfied by a combination of disposition proceeds from property acquired by the Agency, tax allocation proceeds as set forth in Section B above, and lease revenue bonds issued by the City or any other appropriate authority.

No expenditures will be made by the Agency until such time as adequate funds are available for each specific project to be undertaken.

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VIII. ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure that continued fulfillment of the purposes of the Plan and to prevent the recurrence or spread in the area of conditions causing blight. Action by the City may include, but not be limited to, the following:

1. Initiation and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way in the Project Area. Such action by the City shall include proceedings for the abandonment and relocation of public utilities in the public rights-of-way as appropriate to carry out this Plan.
2. Initiation and completion of proceedings, necessary for changes and improvements in publicly-owned public utilities within or affecting the Project Area.
3. Initiation of proceedings for revision of zoning, where necessary within the Project Area, to permit the land uses and development authorized by this Plan.
4. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls, within the limits of this Plan, upon parcels in the Project Area to insure their proper development and use.
5. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
6. Performance of the above, and of all other functions and services relating to public health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area, to be commenced and carried to completion without unnecessary delay.

IX. ENFORCEMENT

After development, the administrative enforcement of this Plan or other documents implementing this Plan shall be performed by the City or the Agency. The provisions of this Plan or other documents entered into pursuant to this Plan may

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also be enforced by Court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area, may be enforced by such owners.

X. DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions, which shall run in perpetuity, the provisions of this Plan shall be effective and the provisions or other documents formulated pursuant to this Plan may be made effective until October 2, 2018, forty (40) years from the date of adoption of this Plan by the City Council.

XI. PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in the Redevelopment Law (see California Health and Safety Code Section 33450 to 33458), as the same now exists or as hereafter amended, or by any other procedure hereafter established by law.

